

### **REMARKS**

The present Amendment is in response to the Office Action mailed September 28, 2007. Claims 11 and 18 are cancelled, claims 1-8, 10, 12, 15-16, 19-21, and 23 are amended. Claims 1-10, 12-17, and 19-26 are now pending in view of the above amendments.

Reconsideration of the application is respectfully requested in view of the above amendments to the claims and the following remarks. For the Examiner's convenience and reference, Applicant's remarks are presented in the order in which the corresponding issues were raised in the Office Action.

Please note that the following remarks are not intended to be an exhaustive enumeration of the distinctions between any cited references and the claimed invention. Rather, the distinctions identified and discussed below are presented solely by way of example to illustrate some of the differences between the claimed invention and the cited references. Further, Applicant does not admit to any of the characterizations of the cited art advanced in the Office Action and reserves the right to advance additional arguments as necessary.

### **Examiner's Interview**

Applicant's express their appreciation to the Examiner for conducting an interview on December 19, 2007. This response includes the substance of the interview.

### **Drawing Objections**

The Examiner objects to Figure 3 on the grounds that the figure includes reference 322 not mentioned in the description. Applicant has amended the specification to include the reference 322 as required by the Examiner. Applicant respectfully requests withdrawal of the objection to the drawings.

### **Claim Objections**

The Office Action objected to claims 11 and 18 under 37 C.F.R. 1.75(c) as being of improper dependent form for failing to further limit the subject matter of a previous claim. Although Applicant disagrees, claims 11 and 18 have been cancelled, rendering the objection moot.

The Office Action objected to claim 21 as referencing itself. Appropriate correction has been made as required by the Examiner.

### **Rejection Under 35 U.S.C. § 101**

The Office Action rejected claims 11-18 under 35 U.S.C. § 101 because the claimed invention is directed toward non-statutory subject matter. Claims 11 and 18 have been cancelled, rendering the rejection moot.

### **Rejection Under 35 U.S.C. § 112, Second Paragraph**

The Office Action rejected claims 1-26 under 35 U.S.C. § 112, second paragraph for indefiniteness on the grounds that they fail to particularly point out and distinctly claim the subject matter which the applicant regards as the invention.

As discussed at the interview, the term threshold has been amended to recite “profit threshold”. As discussed at the interview, the use of profit threshold satisfies the requirements of § 112, second paragraph.

With regard to claim 26, claim 19 has been amended to recite a website. As a result, the website links to and from other websites.

### **Rejection Under 35 U.S.C. §102**

The Office Action rejected claims 1, 3, 5, 6, 9, 20, 19 and 22 under 35 U.S.C. § 102(b) as being anticipated by The Ottawa Citizen: “Let the wide screen transport you” (*Ottawa*). Applicant respectfully disagrees at least because the cited references fail to teach or suggest each and every limitation of the pending claims.

Embodiments of the invention relate to bringing a movie back into a theater. This allows users to enjoy the movie experience that they may have missed or that they want

to experience again. Embodiments of the invention allow movies to be brought back to theaters in a manner that includes a profit threshold.

*Ottawa* discloses that a movie is back by popular demand. As discussed at the interview, however, popular demand fails to teach or suggest a commitment that includes authorization for a transaction for the one or more users to pay for the movie. Popular demand also fails to teach or suggest a specific profit threshold. Rather, it popular demand appears to be disclosed as an advertisement with no teaching or suggestion that the movie will be profitable. Further, there is no teaching or suggestion of a commitment to pay to see the movies that are back by popular demand.

As discussed at the interview, claim 1 has been amended to include language regarding profit in relation to the threshold and the commitment of the users of the system. Claim 1 recites that the threshold is a profit threshold. Claim 1 recites that after receiving a request to view a movie at a particular theater at a particular location, a commitment is received from the one or more users. The commitment includes authorization for a transaction such that the one or more users can pay for the movie. With this commitment, claim 1 then determines whether the profit threshold for the movie is satisfied. If so, then payment is received using the authorization previously received in the commitment. This ensures, for example, that the movie will be profitable because the users have paid. Back by popular demand, however, fails to teach or suggest these requirements of claim 1. A movie that is back by popular demand does not teach or suggest a commitment that includes authorization for a transaction to pay for the movie if the profit threshold is satisfied. In fact, the statement of back by popular demand appears to be unrelated to a profit threshold.

As discussed at the interview and memorialized in the interview summary, these amendments overcome the rejection under § 112 as discussed above and the prior art cited in the Office Action. Applicant respectfully submits that claim 1 is therefore patentable over the cited art. Claim 19 includes generally similar amendments and overcomes the cited art for at least the same reasons. The dependent claims rejected under § 102 also overcome the cited art.

### **Rejection Under 35 U.S.C. § 103**

The Office Action rejected claims 2, 7, 11, 12, 14-16, 18 and 24-26 under 35 U.S.C. § 103(a) as being unpatentable over *Ottawa* in further view of Netflix: Easy DVD Movie Rentals at NetFlix.com (*Netflix*). Claim 4 was rejected as being unpatentable over *Ottawa* in further view of O'Brien: "Shortage of ticket sales pulls plug on bethel" (*O'Brien*). Claims 8 and 23 were rejected as being unpatentable over *Ottawa* in further view of McKenna: Louisiana State Univ. looking at funding stadium with PSLs (*McKenna*). Claims 13 and 17 were rejected as being unpatentable over *Ottawa* in view of *Netflix* and further view of Ticketmaster: FAQs (*Ticketmaster*). Claims 20 and 21 were rejected as being unpatentable over *Ottawa* and further view of *Ticketmaster*.

Claim 12 has been amended to reflect that the commitment includes an authorization for a transaction to collect payment and that the threshold is a profit threshold. As discussed above, *Ottawa* fails to disclose these limitations, among others. The secondary references fail to remedy these deficiencies as discussed at the interview. Because claims 1, 12, and 19 are patentable for the reasons discussed herein and at the interview, the dependent claims rejected under § 103 are also patentable.

### **CONCLUSION**

In view of the foregoing, and consistent with the tentative agreement reached during the Examiner Interview, Applicants believe the claims as amended are in allowable form. In the event that the Examiner finds remaining impediment to a prompt allowance of this application that may be clarified through a telephone interview, or which may be overcome by an Examiner's Amendment, the Examiner is requested to contact the undersigned attorney.

Dated this 28<sup>th</sup> day of February, 2008.

Respectfully submitted,

/Carl T. Reed/ Reg. # 45454  
CARL T. REED

Registration No. 45,454  
Attorney for Applicant  
Customer No. 022913  
Telephone No. 801.533.9800